

**PROPMAN LICENSING AGREEMENT
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is entered into as of the 13th day of March, 2006, by and between ASSESSMENT SOFTWARE SOLUTIONS, INC. ("AS2"), whose principal place of business is 9670 Coyote Court, Noblesville, IN 46060, and JAY COUNTY, INDIANA, BY AND THROUGH ITS BOARD OF COMMISSIONERS (the "County"), JAY County Courthouse - 120 W Main St - 2nd Floor, Portland, Indiana 47371.

Recitals:

WHEREAS, AS2 operates an assessment software and consulting firm based in Indiana and possesses certain skills and expertise related to the electronic reporting requirements for county assessors; and

WHEREAS, the JAY County Assessor has advised the Board of Commissioners that the Assessor's office is in need of certain software to meet state reporting requirements and has recommended that the County contract with AS2 to provide software and professional services to satisfy the reporting requirements of the State of Indiana;

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. Independent Contractor

The relationship of the AS2 to the County in providing the goods and services under this Agreement is that of an independent contractor, and no principal-agent or employee relationship is created by this Agreement. The County acknowledges and agrees that AS2 may engage directly or indirectly in other business activities and ventures not otherwise proscribed herein.

2. Support

In performing its duties under this Agreement, AS2 agrees to work closely with the JAY County Assessor's office to insure that the County Assessor meets all statutory deadlines. AS2 also agrees to work in conjunction with the JAY County Auditor's office and other service providers, including but not limited to those associated with reassessment activities and mass appraisal providers, to integrate and transfer information so as to provide information to the County in a uniform format.

3. Historical Data Capture and Submission to the Department of Local Government and Finance (DLGF)

The Indiana Department of Local Government and Finance (DLGF) along with the Indiana Legal Services Administration (LSA) has required that all Indiana Counties provide electronic data to the DLGF. The data type is quite specific and covers a wide range of property and value related data spanning a period beginning from 2003. One of the

required data sets is personal property and mobile home. AS2 shall capture all personal property and mobile home data necessary to come into state compliance for the 2005 pay 2006 tax year(s). AS2 shall complete, format, and submit this data to the Department of Local Government and Finance (DLGF) by the following time schedule:

Personal Property and Mobile Homes

2005 pay 2006	Forty five (45) days from the date of commencement.
2004 pay 2005	NA
2003 pay 2004	NA

The JAY County Assessor's Office and JAY County Auditor's Office shall make available to AS2 all personal property filings and tax statements for the tax year(s) 2005 pay 2006.

4. Time of Performance

AS2 shall perform all delivery services provided under this Agreement within One Hundred Twenty (120) days of execution of this Agreement.

5. Price

AS2 hereby sells its historical data capture and submission to the DLGF professional services for the sum of:

Personal Property and Mobile Homes

2005 pay 2006	-	\$10,250.00
2004 pay 2005	-	\$0.00
2003 pay 2004	-	\$0.00

6. Payment

AS2 shall invoice the County per the following schedule:

\$5,125.00 to be invoiced upon commencement of 2005 pay 2006 tax year.

\$5,125.00 to be invoiced upon completion of 2005 pay 2006 tax year.

7. Software License

AS2 hereby grants to the County and the County hereby accepts a nontransferable and nonexclusive right and license to use PropMan, a personal property and mobile home database and management system developed and owned by AS2 ("PropMan"). Title to PropMan shall at all times remain with the AS2 and County shall have no right, title or interest therein, except as set forth in this Paragraph. The County understands and agrees this grant of license is subject to the payment provisions set forth in paragraph(s) 14, 15, and 16 below.

8. Limitations of Use/Confidentiality

The County understands and agrees that all rights, title, and interest in and to PropMan constitutes confidential and proprietary information of AS2. The County further understands and agrees that PropMan shall be used solely and exclusively by the County, and the County shall not: (a) translate, decompile, reverse, engineer, disassemble,

modify, reproduce, rent, lease, or lend PropMan or any part thereof; (b) permit any third party to use PropMan or permit access thereto except by its employees who need such access to carry out their duties in the ordinary and normal course of the County's business; (c) use PropMan or related documentation in the operation of a services bureau or to process data or transactions for other persons or entities; (d) allow access to PropMan through terminals other than those of the County without the express written consent of AS2. AS2 shall maintain confidentiality of all County records, data, information, and correspondence of any type. All information related to the services provided under this Agreement shall be provided to the County only unless otherwise directed by the County or directed by a court of law.

The County may not duplicate PropMan except to make one copy of PropMan solely for backup purposes. The County shall not remove any copyright, trademark, propriety legends, or legal or warning notices included on or embedded on PropMan. Further, the backup copy of PropMan shall be subject to all of the terms and conditions of this Agreement.

9. Warranty of Ownership

AS2 hereby represents and warrants that it is the owner of PropMan; that it possesses full proprietary intellectual property rights, including the right to grant a license; and that no other person or business entity has any right or claim to the ownership of PropMan.

10. Warranty of Software

PropMan is warranted, for a period of one year, to conform to the design specifications of the State of Indiana. If PropMan fails to conform to the applicable design specifications, AS2 shall correct any defect in a timely manner. For purposes of this provision, non-conformance to design specification and the term "defect" shall mean only significant deviations from the design specifications. In the event AS2 does not correct any such defect after it has had reasonable opportunity to do so, County shall have all remedies available to County under equity or law, and shall in addition, be entitled to recover reasonable attorney fees incurred in the enforcement of this Agreement. AS2 represents and warrants that PropMan will be suitable for the particular purposes of the County, and that PropMan will perform the functions required by the JAY County Assessor for which PropMan have been purchased.

11. Intellectual Property Indemnity

Both the County and AS2 agrees to indemnify, defend, and hold harmless the other from and against any and all costs, expenses, and liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder. Despite this provision, County acknowledges and agrees the AS2's liability under this Agreement is strictly limited to: a) the portion of work or service NOT done by AS2 under the Agreement; and (b) the portion of work or service not performed in substantial compliance with the terms of this Agreement

12. Installation of Software / Updates

As a part of its obligations under this Agreement, AS2 shall undertake the workflow design, setup, installation, network configuration of PropMan on the computer system of the JAY County Assessor's Office. AS2 shall also provide to the County all software updates for a period of One (1) year following the date of installation of PropMan on the County Assessor's computer system.

13. PropMan Training / Technical Support

AS2 shall also provide to the County training for up to Five (5) users with a total time of Sixteen (16) hours. For a period of One (1) year following installation, AS2 shall also provide technical support to the County Assessor's office and any maintenance that may be required, up to a total of Twenty (20) hours per year. In performing its duties under this Agreement, AS2 agrees to work closely with the JAY County Assessor's office to insure that the County meets all statutory deadlines. AS2 also agrees to work in conjunction with the JAY County Auditor's office and other service providers, including but not limited to those associated with reassessment activities and mass appraisal providers, to integrate and transfer information so as to provide information to the County in a uniform format.

14. Software Purchase Price

AS2 hereby sells its license and first-year training and technical support services for PropMan to the County for the sum of Zero dollars (\$0.00).

Each PC using the software must own Microsoft Access 2003. If PC does not own Microsoft Access 2003 then AS2 can purchase and install a certified copy at the cost of One Hundred Nine dollars (\$109.00) per PC.

15. Annual Service and Maintenance Agreement

AS2 agrees that in the event the County seeks to extend the maintenance services provided under this Agreement for an additional year following installation of the software, the County may purchase such service for the sum of Two Thousand dollars (\$2,000). The scope of services shall include ongoing technical support services, and free software updates, including state mandated changes to the forms.

16. Additional On-site Support Services

AS2 agrees to provide technical support outside the scope of this Agreement that the County Assessor's office may require at the rate of Ninety Five dollars (\$95.00) per hour.

17. Remedies

The parties agree that the nature of this Agreement is such that monetary damages may afford an insufficient remedy for the nonbreaching party. In the event either party fails to comply with the terms of this Agreement, the nonbreaching party may pursue all legal and equitable remedies, including specific performance and injunctive relief, and may, in addition, recover reasonable attorney fees incurred in the enforcement of the terms of this Agreement.

18. Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties with respect to the subject matter hereof and supercedes all previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement.

19. Governing Law / Jurisdiction

This Agreement will be interpreted under the laws of the State of Indiana. The state courts of the State of Indiana shall have exclusive jurisdiction in this matter, and the parties agree that the courts of JAY County shall have exclusive venue.

20. Interpretation

All statutory requirements, as contemplated in the performance of the services to be provided hereunder, will be as the law has been enacted and interpreted by the courts of Indiana.

21. Severability

If any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability will not affect the balance of this Agreement, but the balance of this Agreement will be construed as if not containing the provision, and the rights and obligations of the parties will be construed and enforced accordingly, provided that same is not of a material nature and does not substantially affect the work or the cost associated.

22. Waiver

No waiver of any breach of any provision of this Agreement or the failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.

23. Amendment

This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by a written document signed by both parties hereto.

24. Survival

The provisions of this Agreement relating to confidentiality shall survive the termination of this Agreement.

25. Notices

All notices required under this Agreement shall be given in writing and deemed sufficient if sent by certified mail, to the County at: c/o JAY County Assessor, JAY County Courthouse - 120 W Main St - 2nd Floor, Portland, IN 47371; and to AS2 at 0630 Coyote Court, Noblesville, IN 46060; or to any other such address as given to the other party in writing.

26. Responsibilities

The final determination of assessed value and true tax value is and shall remain the responsibility of the JAY County Assessor.

27. Non-Discrimination

Pursuant to IC 22-9-1-20, AS2 and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the individual's hire, tenure, terms, conditions, or privileges of employment because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant shall constitute a material breach of this Agreement.

28. Delays

Whenever AS2 or the County has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall within fifteen (15) days, provide written notice of the delay to the other party.

29. Assignment / Subcontracting

AS2 acknowledges that the County is entering into this Agreement upon the specific reliance of the knowledge and expertise of AS2. AS2 may not assign or sub-contract any services to be performed under this Agreement without first obtaining the written consent of the JAY County Assessor. In the event a third party or subcontractor provides services with the consent of the County Assessor, AS2 understands and agrees that it shall remain responsible for contract performance, and with the compliance of the terms and conditions of this Agreement and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

30. Force Majeure

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and any other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

31. Authority to Execute

The signatories to this Agreement herein represent and warrant that each of them is duly authorized and empowered to execute this Agreement for and on behalf of the principals they respectively represent.

FROM: AS2, Brian Hale

FAX NO. : 3172531703

Mar. 14 2006 10:47AM P1

03/13/2006 MON 14:55 FAX 260 726 8984 Jay Co. Assessor

008/008

FROM: AS2, Brian Hale

FAX NO. : 3172531703

Feb. 17 2006 08:50AM P7

DATED this 13 day of March, 2006.

BOARD OF COMMISSIONERS OF JAY COUNTY, INDIANA

By: Nik M. Miller Jr.

By: Larry Themer

By: John D. Lane

ASSESSMENT SOFTWARE SOLUTIONS, INC.

By: Phillip Holkerts
Phillip Holkerts, President